

CITY OF FAIRFIELD
RESOLUTION NO. 2016 - 258

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO
DOMINGUEZ LANDSCAPE SERVICES, INC. FOR THE LANDSCAPE
MAINTENANCE OF THE GATEWAY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT**

WHEREAS, the bid opening for the Gateway Lighting and Landscape Maintenance District took place on October 20, 2016; and

WHEREAS, the apparent low bidder was Dominguez Landscape Services, Inc. in the amount of \$120,480; and

WHEREAS, staff has reviewed the bid documents from Dominguez Landscape Services, Inc. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to Dominguez Landscape Services, Inc.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Gateway Lighting and Landscape Maintenance District are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Dominguez Landscape Services, Inc. in the amount of \$120,480.

Section 3. The Public Works Director is authorized to extend the contract for four (4) additional twenty-four (24) month periods with the same terms and conditions including a negotiated compensation adjustment not to exceed the October CPI of the current contract year for the San Francisco/Bay Area Urban Wage Earner.

Section 4. The Public Works Director is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 15th day of November, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/ACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

Harry P. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated January 17th 11, 2017, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and DOMINGUEZ LANDSCAPE SERVICES, INC., party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements installed in accordance with the plans previously approved by the CITY.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

(a)	Specifications for Landscape Maintenance dated	<u>September 19, 2016</u>
(b)	The accepted bid dated	<u>October 20, 2016</u>
(c)	Instructions to bidders,	<u>September 19, 2016</u>
(d)	City of Fairfield Standard Specifications and details dated January 1988	
(e)	Performance Bond dated	
(f)	Labor and Materials Bond dated	

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing January 1, 2017, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Gateway District)	Month	24	\$5,020.00	\$120,480.00
TOTAL BID:					\$120,480.00

Note: Contractor shall bid on all Base Bid Items. The basis of award shall be based on the Base Bid. Failure to bid on all items will be cause to reject contractor's bid.

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: Cost, plus 40% Markup.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

Emergency work hourly rate \$42.50.

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

5. Costs Paid by City.

- 5.1 The following costs shall be paid directly by the CITY:
 - 5.1.1 All utility costs including, but not limited to: PG&E and water.
 - 5.1.2 Cost of street light maintenance.
 - 5.1.3 All other costs as may lawfully be covered by the CITY.

6. City May Maintain Landscaping.

6.1 Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 3, above, the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date when the CITY intends to enter the area for the purpose stated in this paragraph. CONTRACTOR may void the notice and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRACTOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given to CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for the extension of this Agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with an negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than four extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement, but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. CONTRACTOR shall not commence work under this Agreement or permit his subcontractor to commence work there under until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected.

CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: CONTRACTOR shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

CONTRACTOR shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither CONTRACTOR nor any of CONTRACTOR's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of CONTRACTOR's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

13. Termination of Agreement by the City. The CITY reserves the right to terminate this Agreement for convenience, for any reason or for no reason, at the CITY's sole discretion but not the performance of the CONTRACTOR. The CONTRACTOR is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the CONTRACTOR. Notice of the CITY's intent to terminate will be given ten (10) days prior by registered mail. Notice of termination will be followed after the tenth (10th) day. The CONTRACTOR will be required to remove all materials and personal property belonging to the CONTRACTOR within ten (10) days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to CONTRACTOR shall be addressed as follows:

Dominguez Landscape Services, Inc.
8376 Rovana Circle
Sacramento, CA 95828

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to CONTRACTOR when sent to the address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

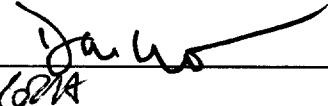
As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

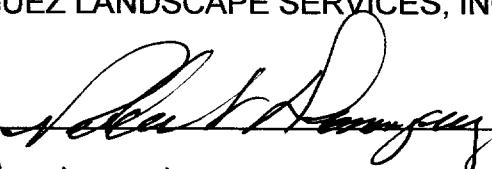
ATTEST:

CITY OF FAIRFIELD

By: 
City Clerk

By: 
City Manager

DOMINIGUEZ LANDSCAPE SERVICES, INC.

By: 
President
Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____
Dominguez Landscape Services, Inc.
8376 Rovana Circle Sacramento, CA 95828
(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
American Contractors Indemnity Company
601 S. Figueroa Street Suite 1600 Los Angeles, CA 90017
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

One Hundred Twenty Thousand Four Hundred Eighty Thousand and 00/100*

Dollars (\$ 120,480.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

*COVERAGE UNDER THIS BOND SHALL COMMENCE ON JANUARY 1, 2017 AND SHALL CEASE ON DECEMBER 31, 2018.

COVERAGE MAY BE EXTENDED FOR ADDITIONAL PERIODS OF TWO YEARS THROUGH ISSUANCE OF A CONTINUATION CERTIFICATE OR REPLACEMENT BONDS BY THE SURETY*

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

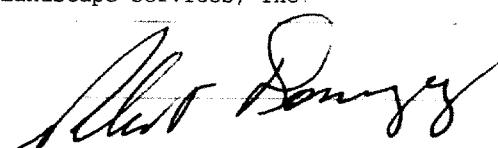
Dated: December 29, 2016

"Contractor"

Dominguez Landscape Services, Inc.

By:

Title President



"Surety"

American Contractors Indemnity Company

By:

Title Attorney-in-Fact



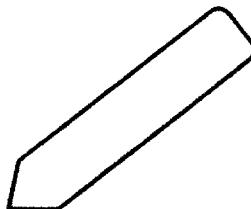
By:

Title

By:

Title

(Seal)



(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SacramentoOn 1/06/2017 before me,

Date

personally appeared Robert Dominguez

Here Insert Name and Title of the Officer

Names of Signer(s)

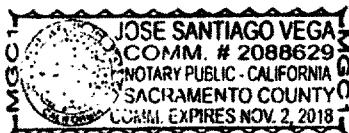
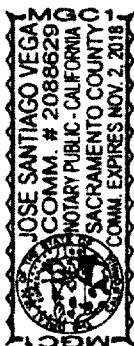
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Performance bond #1061067806

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name:

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On 12-29-16 before me,

J. Swalley, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Shirley Paiva

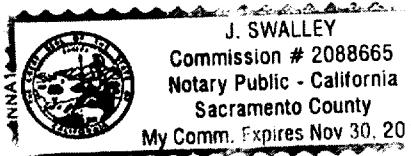
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ****Three Million**** Dollars (\$ ***3,000,000.00**).**

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

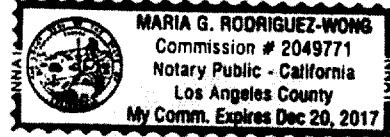
State of California

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)

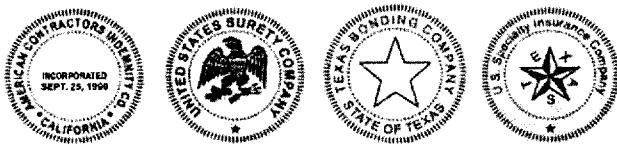


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2016.

Corporate Seals

Bond No. 1001067506
Agency No. 2011



Kio Lo, Assistant Secretary

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

Dominguez Landscape Services, Inc.

8376 Rovana Circle Sacramento, CA 95828

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

American Contractors Indemnity Company

601 S. Figueroa Street #1600 Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

One Hundred Twenty Thousand Four Hundred Eighty and 00/100*

Dollars (\$ 120,480.00*), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

*COVERAGE UNDER THIS BOND SHALL COMMENCE ON JANUARY 1, 2017 AND SHALL CEASE ON DECEMBER 31, 2018.

COVERAGE MAY BE EXTENDED FOR ADDITIONAL PERIODS OF TWO YEARS THROUGH ISSUANCE OF A CONTINUATION CERTIFICATE OR REPLACEMENT BONDS BY THE SURETY*

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

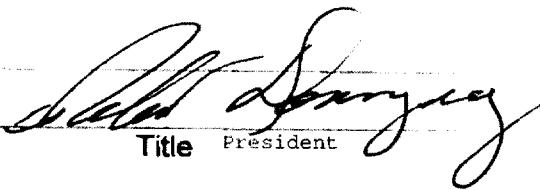
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: December 29, 2016

"Contractor"

Dominguez Landscape Services, Inc.

By:


President

"Surety"

American Contractors Indemnity Company

By:


Attorney-in-Fact

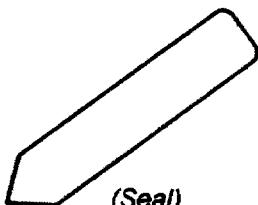
By:

Title

By:

Title

(Seal)



(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SacramentoOn 11/06/2012 before me,

Date

personally appeared Robert Dominguez

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: PAYMENT CARD #10010612506

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____ Partner — Limited General Partner — Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian or Conservator Trustee Guardian or Conservator Other: _____ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On 15-29-16 before me, J. Swalley, Notary Public

Date

personally appeared Shirley Paiva

Here Insert Name and Title of the Officer

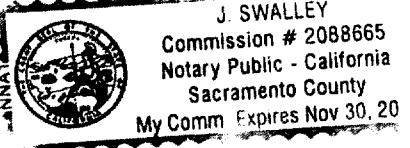
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$**3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved: that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2016.

Corporate Seals

Bond No. 1001067506
Agency No. 2011


Kio Lo, Assistant Secretary



SERVICES INC.

Specialists since 1980

Residential * Commercial * Public Works

Licensed: Class A & C-27

State Contractor's License # 560128

October 19, 2016

Robert Dominguez
Dominguez Landscape Services, Inc.
8376 Rovana Circle
Sacramento, CA 95828

City of Fairfield
1000 Webster Street
Fairfield, CA 94533

To Whom It May Concern:

Attached is our bid proposal for Landscape Maintenance of Gateway Lighting for the City of Fairfield. Dominguez Landscape Services, Incorporated has been in the landscape and maintenance business throughout the central valley for the past 37 years. We provide maintenance services for public and private sectors and maintain large-scaled operations as well as landscape construction services throughout the Sacramento area and beyond. Attached is our executive summary which outlines the company's business background as well as tier of landscape services we provide.

This bid proposal warrants that all requirements of the Gateway Lighting in the project specifications have been acknowledged receipt of and thoroughly reviewed, and we have conducted all due diligence necessary to confirm material facts on which this proposal is based.

All items contained within this bid proposal packet are true and correct, including the proposed bid pricing.

Thank you for giving us this opportunity. We look forward to hearing from you.

Sincerely,

Robert Dominguez
President
Dominguez Landscape Services, Inc.
(916) 381-8855
(916) 381-4796 fax
dls@dominguezlandscape.net

Main Office: 8376 Rovana Circle, Sacramento, CA 95828 * (916) 381-8855 * 1 (800) 479-0222 * Fax (916) 381-4796

Vacaville Branch: 2140 Beechcraft Road, Suite 300, Vacaville, CA 95688 * (707) 448-8010 * Fax (707) 448-8034

Email: dls@dominguezlandscape.net

Mailing Address: PO Box 292727, Sacramento, CA 95829

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be January 1, 2017).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Addendum No. 2

CITY OF FAIRFIELD
STATE OF CALIFORNIA

LANDSCAPE MAINTENANCE OF THE
GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS

Addendum No. 1

September 22, 2016

This constitutes Addendum No. 1 to the Contract Documents for the Landscape Maintenance of the Gateway District. The Bidder shall acknowledge receipt of this Addendum on Page P-1 of the Bidder's Proposal (Blue Section) as well as Page A-2 of the Landscape Maintenance Agreement and Page SP-1 of the Special Provisions. Please attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Landscape Maintenance Agreement:

1) Page A-2, Section 3. Duty to Maintain Improvements., is Revised as listed below:

CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto.

Replace: page "A-2" of the contract documents with the attached "A-2A (revised per Addendum 1)"; **Submit With Bid.**

Special Provisions:

2) Page SP-1, Section 2. Contract Period., is Revised as listed below:

This contract may be extended for four additional two-year terms upon written consent of the contractual parties. There will be no more than four 2-year contract extensions.

Replace: page "SP-1" of the contract documents with the attached "SP-1A (revised per Addendum 1)"; **Submit With Bid.**

APPROVED:

Julie B Lucido
Julie B. Lucido, P.E.
City Engineer

ACKNOWLEDGEMENT:

Robert Dominguez
CONTRACTOR

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing January 1, 2017, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

LANDSCAPE MAINTENANCE OF GATEWAY DISTRICT

SPECIAL PROVISIONS

1) BUSINESS LICENSE

The Contractor shall possess a valid City of Fairfield Business License.

2) CONTRACT PERIOD

The contract period shall be a two-year term commencing **January 1, 2017**. This contract may be extended for four additional two-year terms upon written consent of the contractual parties. There will be no more than four 2-year contract extensions.

3) CONTRACTOR ORIENTATION

The City will conduct a **MANDATORY** contractor orientation after award and prior to start-up of the contract. The City may require that all employees that will be assigned to work on the contract shall attend the orientation. Failure to attend will result in contract termination.

4) SCOPE OF WORK

GENERAL: The Contractor shall furnish all labor, materials, equipment and other services necessary for the complete maintenance of all the landscaped areas and irrigation in areas as described herein. Landscape areas are defined as all lawn areas, trees, shrubs, header boards, decomposed granite pathways, concrete sidewalks, curbs and gutters, V-ditches, retaining walls, mowing strips, barked areas, ground cover, flower beds, water features, signs, lights and paved areas as presently exist. Installation of new landscaping in areas not currently meeting the above definition will be negotiated as separate items and as such are not included in this agreement.

- A) Contractor shall be responsible for all irrigation beyond the water meter. This will include, but not be limited to all backflow prevention devices less than 4-inches in size, irrigation piping, wire, controllers, remote control valves, quick coupler valves, sprinkler heads, bubblers and any other delivery of irrigation water to landscape areas.
- B) In order to receive full consideration, bids must fully follow these special provisions and the Invitation for Bids general considerations.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

LANDSCAPE MAINTENANCE OF THE
GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS

Addendum No. 2

October 12, 2016

This constitutes Addendum No. 2 to the Contract Documents for the Landscape Maintenance of the Gateway District. The Bidder shall acknowledge receipt of this Addendum on Page P-1 of the Bidder's Proposal (Blue Section) as well as Page P-9 of the Proposal. Please attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Proposal:

- 1) Page P-9, BID BOND, is Revised as listed below:

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

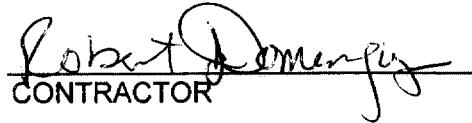
Replace: page "P-9" of the contract documents with the attached "P-9A (revised per Addendum 2)"; Submit With Bid.

APPROVED:



Julie B. Lucido, P.E. 
City Engineer

ACKNOWLEDGEMENT:


CONTRACTOR

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Gateway District)	Month	24	5020.00	120480.00
TOTAL BID:					120480.00

Note: Contractor shall bid on all Base Bid Items. The basis of award shall be based of the Base Bid. Failure to bid on all items will be cause to reject contractor's bid.

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: _____.

Cost + 40% mark up _____.

_____.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

Emergency work hourly rate \$ 42.50 _____.

_____.

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LLM will request a proposal to perform such activities.

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: City of Rocklin Landscape Maintenance

Address: 4081 Alvis Ct. Rocklin CA 95677

Contract Person>Title: Shawn Darling

Phone Number: 916-625-5282

Number of years servicing this account: 11 years

2. Account Name: City of Vacaville Landscape Maintenance

Address: 1001 Alison Dr. Vacaville CA 95861

Contract Person>Title: Steve Little

Phone Number: 707-469-4650

Number of years servicing this account: 13 years

3. Account Name: City of Woodland Landscape Maintenance

Address: 1055 N. Pioneer Ave. Woodland CA 95776

Contract Person>Title: Westley Schroeder

Phone Number: 530-661-5958

Number of years servicing this account: 7 years

Note: Failure to comply with this section and background check can be grounds for rejecting bid.

PROPOSAL QUESTIONNAIRE*

Contractor will be **disqualified** if the questions are not answered.
Use additional sheets of paper to answer any of the questions.

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

Please see attached

2. Describe the type(s) of safety training your employees and the Quality Assurance Program that is directly related to the performance of the landscaping services requested.

Please see attached

3. What is the current number of employees working for your firm, will you be hiring to perform this work, will this contract spread your work force and resources thin?

Please see employee list attached

4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance.

Please see Exhibit A.

5. How many field crews does your firm intend to assign to each site, each day and how do you plan to meet the City's contract for completing all work that is required?

Please see

- Mowing Crew (Regular Landscape Maintenance)
- Irrigation Crew (Irrigation Check up)
- Cleaning Crew (Trash pickup, BBQ)
- Pruning Crew (Tree pruning, shrubs & ground cover)
- Spraying Crew (Chemicals, Pest control, Fertilizers)

6. Describe on a separate sheet of paper your firm's work plan for each of the locations. The work plan shall include manpower, equipment, and time spent per day/week/month or as described in the contract, supervision, irrigation tech, and any specifics per the City's specification. Failure for the contractor to have proper manpower and resources will disqualify the bidder. The Landscape Maintenance Manager (LMM) has ultimate say, if proper resources are available by the contractor to meet the expectations of the contract by reviewing your work plans before the contract is awarded. In all cases, if the LMM determines that the contractor has not met the requirements, the contractor will not be awarded the contract or after the contract is awarded the contractor can be placed in default. It is the upmost importance that the contractor has significant amounts of manpower, resources, and materials to meet every level of this contract and comply fully with the seasonal, monthly, weekly and daily task. There will be no exceptions, and no excuses.

Please see attached

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

Jesus Perez - General Manager
916-819-1853
dls@dominguelandscape.net

* Attach additional pages if needed

Dominguez Landscape Services, Inc.

Management:

President

Corporate Secretary

Financial Advisors

Accounts Receivable/Payable

Construction Management Team

Maintenance Management Team

Supervisors

Foreman

Crew Leaders

Crew Members

Industry: *Landscape Construction & Maintenance*

Number of Employees: 125

Mission: *Provide top notch service in landscape construction and maintenance within the public works and private sectors.*

Business Description: *Dominguez Landscape Services, Inc. specializes in landscape maintenance and construction within the public and private works sectors. We manage from large scale turf and landscape maintenance such as parks, golf courses and entire city streetscapes, to smaller scale projects such as shopping centers and homeowner's associations. We also construct landscape projects that include new parks and streetscapes.*

Company Background: *Dominguez Landscape Services, Inc. has been in the landscape and maintenance business throughout the central valley for the past 38 years. We provide maintenance services for public and private sectors and maintain large-scaled operations as well as landscape construction services throughout the Sacramento region and beyond.*

Products/Services: *Turf and landscape maintenance, landscape construction, weed abatement and control, porter service, erosion control applications, pesticide application.*

Licenses: *Contractors C-27 & General Engineering A No. 560128, State of California Pesticide Applicator QAL 120765, State of California Agricultural Pest Control Business License 3059, Small Business Enterprise Certification DOL5025000P, Various City Business Licenses. Dominguez Landscape Services, Inc. shall obtain and hold all licenses as stated above as well as City of Fairfield business license for the duration of the life of the contract services within the City of Fairfield.*

Authority: *Dominguez Landscape Services, Inc. will adhere to contract documents and maintenance specifications for plant material/turf management, weed abatement and pruning. Crew members will follow all directions and implement proper methods of management and application techniques required under contract documents in the field. Our standards will meet and exceed all document specifications as well as under direction of City of Fairfield personnel.*

EXHIBIT A

ESTIMATED SCHEDULE OF LABOR HOURS PER ZONE & DISTRICT

ZONE 1 - 23 crew members				ZONE 2 - 19 crew members				ZONE 3 - 25 crew members			
Landscape Districts (5 men)	Mar - Nov	Dec - Feb		Landscape Districts (4 men)	Mar - Nov	Dec - Feb		Landscape Districts (4 men)	Mar. - Nov.	Dec. - Feb.	
general landscape services	weekly	weekly		general landscape services	weekly	weekly		general landscape services	weekly	weekly	
mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly	
irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly	
Monthly Labor Hrs per District	160	120		Monthly Labor Hrs per District	128	96		Monthly Labor Hrs per District	128	96	
Facilities Districts (4 men)				Facilities Districts (3 men)				Facilities Districts (2 men)			
general landscape services	weekly	weekly		general landscape services	weekly	weekly		general landscape services	weekly	weekly	
mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly	
irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly	
Monthly Labor Hrs per District	128	96		Monthly Labor Hrs per District	96	72		Monthly Labor Hrs per District	64	48	
Parks (5 men)				Parks (4 men)				Parks (2 men)			
general landscape services	weekly	weekly		general landscape services	weekly	weekly		general landscape services	weekly	weekly	
mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly	
irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly	
Monthly Labor Hrs per District	160	120		Monthly Labor Hrs per District	128	96		Monthly Labor Hrs per District	64	48	
School Districts (3 men)				School Districts (2 men)				School Districts (2 men)			
general landscape services	weekly	weekly		general landscape services	weekly	weekly		general landscape services	weekly	weekly	
mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly		mowing service	weekly	bi-weekly	
irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly		irrigation analysis	monthly	monthly	
Monthly Labor Hrs per District	96	72		Monthly Labor Hrs per District	64	48		Monthly Labor Hrs per District	64	48	
Estimated Total Monthly Labor				Estimated Total Monthly				Estimated Total Monthly			
Hours (per season, per district)	544	408		Labor Hours	416	312		Labor Hours	320	240	

**NOTE - proposed labor hours are estimates only and will not be used for any purposes aside from reference within this proposal only. Upon award of contract, a detailed schedule of hours per district and zone will be furnished.

City of Fairfield Gateway Lighting Landscape Maintenance

MAN POWER	Men	Hours	Days/Week
Supervisor	1	8	3
Mowing Crew	3	8	3
Cleaning Crew	1	8	3
Irrigation Crew	1	8	3
Spraying Crew	1	as needed	as needed
		Trees: 2x per year	Ground
Pruning Crew	3	Cover: 4x per year	

EQUIPMENT/VEHICLES

Crew	Truck and Trailer Z Master Toro 72" Jacobsen S11 Each crew will be provided all necessary power equipment to complete the landscape. Please our Exhibit C for our full inventory on vehicles and equipment.
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EXHIBIT B

EXPERIENCE OF STAFF					
OFFICE STAFF	Years at Dominguez Landscape Services, Inc.	Years of Experience in Landscape Industry	Certifications/Title		
1 Perez, Jesus	since 1994	22 years	General Manager		
2 Powers, Gary	since 2009	32 years	Project Manager, Designer, Estimator		
3 Dominguez, Robert	since 1950	64 years	Owner/President		
4 Calleri, Jeff	since 2016	25 years	Estimator		
5 Aguiar, Angelic	since 2014	2 year	AR/AP		
6 Grunitech, Victoria	since 2015	1 year	Payroll Assistant		
7 Osborn, Manuela	since 2016	1 year	Secretary		
8 Rios, Maria	since 2016	1 year	Inventory/ Control		
9 Corral, Nichole	since 2013	3 year	Payroll Administrator		
WAREHOUSE PERSONNEL					
10 Diego, Rigoberto	since 1999	16 years	Mechanic/Welder/Supervisor		
11 English, Brent	since 2016	5 years	Mechanic		
12 Ruiz, Daniel	since 2012	6 years	Mechanic/Welder/Yard Asst.		
13 Villanueva-Gonzalez, Alfredo	since 2013	7 years	Welder/ Yard Asst.		
FIELD PERSONNEL					
Years at Dominguez Landscape Services, Inc. Years of Experience in Landscape Industry					
Supervisors			Certifications/Title		
14 Juan Rivera	since 2004	11 years	Supervisor/Construction Crew		
15 Aguilera, Eduardo	since 2014	4 years	Driver		
16 Aguilera, Jose Luis	since 2014	5 years	Driver		
17 Aguirre, Favio	since 2016	4 years			
18 Arellano, Alejandro	since 2015	6 years			
19 Arevalo, Rafael	since 2014	4 years			
20 Avina, Ismael	since 2011	5 years	Driver		
21 Baltazar, Manuel	since 2012	5 years			
22 Baltazar-Miguel, Andres	since 2016	7 years			
23 Cadenas, Rodrigo	since 2015	3 years			
24 Calderon, Miguel	since 2013	5 years	Driver		
25 Ceja, Ivonne	since 2016	1 years			
26 Chavez, Sergio Ramirez	since 2015	4 years			
27 Coronado, Juan	since 2015	8 years	Irrigation Technician/Driver		
28 Dean, James Terry	since 2013	5 years	Irrigation Technician		
29 Delgado, Miguel	since 2014	3 years	Driver		
30 Diaz, Felix	since 2016	3 years			
31 Diego, Juan Jesus	since 2005	10 years	Foreman		
32 Dominguez, Alan	since 2013	2 years	Foreman/Driver		
33 Espinoza-Rangel, Jose L.	since 2016	3 years			
34 Farias-Nunez, Adolfo	since 2016	3 years			
35 Felipe, Matias	since 2014	1 years	Construction		
36 Flores, Cristian	since 2016	3 years			

FIELD PERSONNEL	Years at Dominguez Landscape Services, Inc.	Years of Experience in Landscape Industry	Certifications/Title
37 Fonseca, Alfonso	since 2015	3 years	Irrigation/Chemical Technician/Driver
38 Fonseca, Arturo	since 2011	6 years	Driver
39 Fraga Hernandez, Ruben	since 2008	10 years	
40 Fraga, David	since 2013	5 years	
41 Francisco, Tomas Felipe	since 2015	6 years	
42 Gallo, Julio	since 2013	3 years	
43 Galvan, Juan	since 2014	2 years	
44 Garcia, Espiede	since 2015	2 years	Driver
45 Garcia, Maricicio	since 2016	3 years	
46 Garcia-Sanchez, Ramon	since 2013	4 years	
47 Gil-Zamarripa, Jose	since 2015	4 years	
48 Glorioso, Zachery	since 2016	2 years	
49 Granados, Juan	since 2013	3 years	
50 Guevarra, Medarno	since 2014	6 years	
51 Guizar-Lopez, Eulalio	since 2016	5 years	
52 Gutierrez, Armando	since 2016	4 years	
53 Gutierrez, Juan	since 2016	6 years	Driver
54 Gutierrez, Ruben	since 2015	2 years	
55 Guzman, Mario	since 2016	4 years	
56 Heredia Alvarado, Miguel	since 2015	3 years	
57 Hernandez, Ober	since 2007	8 years	
58 Hernandez, Omar	since 2006	9 years	
59 Jimenez, Cristobal	since 2016	7 years	
60 Juarez, Christian	since 2016	9 years	Foreman/Driver
61 Juarez-Ambriz, Marco A	since 2006	5 years	
62 Leon-Perez, Juan	since 2015	3 years	
63 Lopez-Montes, Eduardo	since 2014	3 years	
64 Lopez, Miguel	since 2015	3 years	
65 Lopez, Rodolfo	since 2016	2 years	
66 Marcial, Armando	since 2005	11 years	Foreman
67 Martinez, Cesar	since 2009	8 years	Driver/Construction
68 Medina, Victor	since 2016	4 years	
69 Mejia-Gonzalez, Jose L.	since 2012	3 years	
70 Melendrez, Jesus	since 2015	3 years	
71 Mendez, Javier	since 2016	3 years	
72 Mendez, Johnny	since 2014	5 years	Foreman
73 Mendez, Juventino	since 2007	1 years	Foreman/Driver
74 Mendez Roblero, Samuel	since 2016	12 years	Driver/Chemical Sprayer
75 Moreno, Ricardo	since 2015	4 years	Driver/Chemical Sprayer
76 Moreno, Ricardo	since 2015	4 years	Driver
77 Moreno, Sergio	since 2016	3 years	
78 Muniz, Jose	since 2016	3 years	
79 Murillo, Luz	since 2003	15 years	

FIELD PERSONNEL	Years at Dominguez Landscape Services, Inc.	Years of Experience in Landscape Industry	Certifications/Title
80 Navarro, Jose	since 2012	7 years	
81 Noyola, Sabino	since 2015	3 years	
82 Ochoa, Jose De Jesus	since 2013	5 years	
83 Ortiz, Francisco Navarro	since 2013	2 years	Driver
84 Padilla, Raul	since 2016	2 years	Driver
85 Palmerin, Salvador	since 2016	7 years	
86 Pedraza, Jose Luis Pina	since 2010	5 years	Irrigation Technician/Driver
87 Pedro, Victor H.	since 2014	1 years	
88 Perez-Delgado, Luis	since 2016	5 years	
89 Perez-Garcia, Jesus	since 2016	3 years	
90 Perez, Miguel	since 2013	2 years	
91 Perez, Victor	since 2014	1 years	Driver
92 Phillips, Travis	since 2016	6 years	Irrigation Technician
93 Pina, Rafael	since 2013	5 years	
94 Ponce Corrales, Salvador	since 2016	4 years	
95 Rabago, Humberto	since 2015	5 years	
96 Ramirez, Christian	since 2015	2 years	
97 Ramirez, Filaberto	since 2013	2 years	
98 Ramirez, Jose	since 2016	4 years	
99 Ramirez, Mauricio	since 2016	2 years	
100 Ramos, Luis	since 2016	3 years	
101 Razo, Esteban	since 2013	2 years	
102 Reynoso, Francisco Estevez	since 2009	6 years	Irrigation Technician
103 Rivas, Marcelino	since 2012	3 years	Foreman
104 Robles, Rafael	since 2015	1 years	Driver
105 Rodriguez-Guerrero, Cesar	since 2011	4 years	
106 Rodriguez-Montanez, Roberto	since 2015	1 years	Driver
107 Rodriguez, Jose C.	since 2016	2 years	
108 Rodriguez, Jose G.	since 2014	1 years	Driver
109 Rodriguez, Roberto	since 2010	5 years	
110 Romero, Jose Castro	since 2015	1 years	
111 Rubio, Joel M.	since 2013	2 years	Irrigation Technician/Driver
112 Rubio, Pablo	since 2016	2 years	
113 Saavedra-Ruiz, Jose	since 2004	11 years	Foreman
114 Salazar, Roberto	since 2015	1 years	
115 Singh, Tej	since 2015	1 years	
116 Sotelo, Lazaro	since 2016	6 years	
117 Torrentes, Juan	since 2016	4 years	Driver
118 Torrentes, Sebastian	since 2016	4 years	Supervisor/Irrigation Technician
119 Velasco, Carlos	since 2003	13 years	Chemical Applicator Technician/Driver
120 Velasco, Jose Lino	since 2003	14 years	
121 Velasco, Juan	since 2016	12 years	Foreman

FIELD PERSONNEL	Years at Dominguez Landscape Services, Inc.	Years of Experience in Landscape Industry	Certifications/Title
122 Velasco, Yeudiel	since 2005	13 years	Supervisor/Irrigation Technician
123 Vilchez-Gonzalez, Ricardo	since 2016	1 years	
124 Zamarripa, Daniel	since 2016	3 years	
125 Zavala, Eliseo Lopez	since 2014	2 years	
126 Zavala Valencia, Juan	since 2016	1 years	

Dominguez Landscape
2016 Equipment List

EQUIPMENT LIST		
VEHICLES		
Equipment Type	Make/Model	Quantity
1 dump truck	1982 Chevy 1-Ton	1
2 pick-up truck	1987 Chevy 3/4 - Ton	3
3 dump truck	1987 C-60 Chevy 2-1/2-Ton	1
4 pick-up truck	1987 Chevy S10 1/2 - Ton	1
5 dump truck	1987 C-70 2-1/2 - Ton	1
6 irrigation truck	1988 Toyota 1/2 Ton	1
7 pick-up truck	1989 Chevy 3/4 Ton	1
8 irrigation truck	1989 Toyota P/U 1/2 Ton	1
9 flat bed pick-up truck	1989 Chevy P/U Flat	1
10 pick-up truck	1989 Chevy 1/2-Ton	1
11 pick-up truck	1990 Ford Ranger P/U	1
12 flat bed	1990 Ford F450 Flat Bed Truck 1/2 Ton	1
13 pick-up truck	1991 Mazda P/U 1/2 Ton Ext Cab	1
14 pick-up truck	1991 Ford F250	1
15 pick-up truck	1991 Ford 3/4-Ton F250	1
16 irrigation truck	1991 Ford Ranger 1/2-Ton	1
17 pick-up truck	1991 Ford F250	1
18 company travel vehicle	1997 BMW 740IL	1
19 pick-up truck	1997 Ford F150 1/2 Ton	1
20 pick-up truck	1997 Ford F150 3/4 Ton	1
21 pick-up truck	1998 Chevy Pickup	1
22 sweeper	1998 Toyota Sweeper	1
23 pick-up truck	1997 Ford F350 4-Dr Crew Cab	1
24 company travel vehicle	1998 Jeep Grand Cherokee Limited	1
25 irrigation truck	1998 Mazda 1/2-Ton	1
26 pick-up truck	1999 Ford	1
27 pick-up truck	1999 Ford F550 Construction Truck 2-Ton	1
28 dump truck	1999 Sterling Dump Truck 3-Ton	1
29 irrigation truck	1999 Sterling Van 3-Ton	1
30 pick-up truck	1999 Ford F350 4-Dr Crew Cab Dually	1
31 pick-up truck	1983 GMC 1 Ton 4-Dr Crew Cab Dually	1
32 flat bed	1989 Ford F350 Flat Bed Truck 1-Ton	1
33 pick-up truck	1988 Chevy 1 Ton 4-Dr Crew Cab Duay	1
34 pick-up truck	2006 Chevy C2500 3/4 - Ton Crew Cab	1
35 pick-up truck	2006 Chevy Silverado C1500 Crew Cab	1
36 pick-up truck	2006 Chevy Silverado C1500 Crew Cab	1
37 pick-up truck	1989 Chevy C3500 1-Ton Crew Crew Cab	1
38 pick-up truck	1992 Chevy C3500 1-Ton Crew Crew Cab	1
39 pick-up truck	1989 Chevy C3500 1-Ton Crew Crew Cab	1
40 pick-up truck	1993 Ford F350 1-Ton Crew Cab	1
41 pick-up truck	2007 Chevy Silverado C1500 Crew Cab	4
42 company travel vehicle	2008 Mercedes Benz E350W	1
43 pick-up truck	1995 Ford F250 Crew Cab	1
44 pick-up truck	1990 Chevy C2500 Pickup Crew Cab	1
45 pick-up truck	1998 Chevy Pickup	1
46 pick-up truck	1999 Ford Pickup	1
47 pick-up truck	2009 Ford Ranger XLT Crew Cab	1
48 pick-up truck	2010 Ford Ranger Crew Cab	4
49 pick-up truck	2013 Ford F150	5
50 pick-up truck	2014 Ford F250	2
51 pick-up truck	2015 Ford F150	7

52	pick-up truck	2015 Ford F250	2
53	dump truck	2015 Ford 550 Dump Truck	1
54	chemical spray rigs	1986 Chevy 3/4 - Ton P/U Chemical Truck	1
55	chemical spray rigs	1987 Toyota 1 1/2 Ton P/U Chemical Truck	1
56	chemical spray rigs	1988 Chevy Chemical Truck 1 Ton	1
57	chemical spray rigs	1988 Chevy 3/4 - Ton P/U Chemical Truck	1
58	chemical spray rigs	1988 Chevy 1/2 - Ton P/U Chemical Truck	1

TRAILERS			
	Equipment Type	Make/Model	Quantity
1	utility trailer	NorCal - 5 x 12	1
2	utility trailer	U Save - 5 x 10	1
3	utility trailer	SPCNS - 4 x 8	1
4	utility trailer	NorCal - 5 x 8 2900 GVW	2
5	utility trailer	NorCal - 5 x 12 2900 GVW	3
6	utility trailer	NorCal - 5 x 14 2900 GVW	1
7	utility trailer w/ hauler	Zieman - 2320	1
8	tilt trailer	Zieman - 1140	1
9	utility trailer	SPCNS - 5 x 12	1
10	utility trailer	CenCal - 1997	1
11	utility trailer	Carson - 1998	3
12	utility trailer	Zieman - 1999	1
13	utility trailer	Carson - 2001	2
14	utility trailer	Carson - 5 x 12	1
15	car hauler	Carson - 77" X 18"	1
16	utility trailer	PJ - 83" x 14'	1
17	utility trailer	PJ - 83" x 12'	1
18	car hauler	PJ - 20' Car Hauler 5" Channel	1
19	utility trailer	PJ Utility Trailer	2
20	utility trailer	Carson - 5' x 1'	2
21	landscape trailer	5' x 12' Landscape Trailer	1
22	utility trailer	Carson - 5 x 12	1
23	utility trailer	Carson 6.5x16 trailer - 2015	1
24	utility trailer	Maxey 18"x83" 10kchan trailer - 2015	1
25	utility trailer	Carson 6.5x16 trailer - 2016	2
26	dump truck Trailer	Maxey 14' x83' Low Pro D	1
27	hyroseeder trailer	Hydroseeder 900 Gallon Capacity	1

TRACTORS			
	Equipment Type	Make/Model	Quantity
1	trencher	Bobcat 3023	1
2	loader	Bobcat 763	1
3	trencher attachment	Trencher 45"	1
4	auger attachment	Auger 15H 18" 12" 9"	1
5	bucket attachment	Bucket 67" x 40"	1
6	bucket attachment	Bucket 60" x 30" Hydraulic	1
7	bucket attachment	Bucket 60" x 30"	1
8	tractor	1983 Ford Tractor 4WD	1
9	tractor	1981 Ford Tractor	1
10	mower attachment	Frd Tractor Atta 72" rotary	1
11	mower attachment	Frd Tractor Atta 72" rotary	1
12	sprayer	Gearmore 490 PXT SS Sprayer	1
13	spreader attachment	Earthway 2200 Spreader Attach	1
14			
15	aerator	Toro Pro Core Aerator	1

ROTOTILLERS		
Equipment Type	Make/Model	Quantity
1 rototiller	Barreto 1320 Rototiller	1
TURF LAWN MOWERS		
Equipment Type	Make/Model	Quantity
1 tractor mower	John Deere 11' TC 1600	1
2 tractor mower	Jacobsen 11'	1
3 riding mower	Jacobsen Turfcat 72"	1
riding mower	Jacobsen Turfcat 600 25HP	1
4 riding mower	Walker 42" 20 HP	2
5 riding mower	Grasshopper 72"	1
6 riding mower	Toro Z Master 60"	3
7 riding mower	Toro Z Master 72"	7
8 riding mower	Toro Z Master 40"	2
9 riding mower	Jacobson HR15 Tractor Mower	1
10 riding mower	Rhino FA713 Finishing mower 72"	1
11 riding mower	Jacobsen 1672D Golfcourse Mower	1
12 riding mower	ExMark 60"	1
STAND ON MOWERS		
Equipment Type	Make/Model	Quantity
1 stand on mower	Wright 40"	1
2 stand on mower	Wright 36"	1
3 stand on mower	Wright 32"	4
WALK-BEHIND MOWERS		
Equipment Type	Make/Model	Quantity
1 walk-behind mower	SCAG 32"	7
2 walk-behind mower	SCAG 36" Hydro	2
3 push mower	Honda Sensation 21"	3
4 push mower	Toro 21"	3
5 walk-behind mower	Honda 21"	2
6 walk-behind mower	Toro 21" 6 HP/KW	34
7 walk-behind mower	Toro 21" 5.5 Honda	22
8 walk-behind mower	Bunton 72"	1
9 walk-behind mower	Toro 30" Commercial	2

AERATORS			
	Equipment Type	Make/Model	Quantity
1	aerator	Grasshopper 60"	1
2	aerator	Ryan Textron 36"	1
3	aerator	Ryan Textron 36"	1
4	aerator	Ryan Textron 36"	1
5	aerator	Toro Pro Core 60"	1
6	aerator	Toro Hydraulic aerator	1
7	aerator	2001 Hydraulic aerator	1
BILLY GOAT/SWEEP MOWERS			
	Equipment Type	Make/Model	Quantity
1	high weed mower	Billy Goat High Weed Mower	2
2	vacuum	Billy Goat Vacuum	3
3	Sweeper	Sweep Star 60	1
BLOWERS			
	Equipment Type	Make/Model	Quantity
1	blower	Husqvarna 751	5
2	blower	Echo 751	9
3	blower	Echo PB160	1
4	blower	Echo PB751H	7
5	blower	Echo PB755H	24
6	blower	RedMax EBZ5000	1
7	blower	RedMax EBZ8000	1
EDGERS/TRIMMERS			
	Equipment Type	Make/Model	Quantity
1	edger	Power Trim Edger	8
2	edger	Power Trim Edger 2.5HP	6
3	edger	Power Trim Edger 308H	4
4	edger	Shindaiwa Edger LE261	17
5	edger	Shindaiwa Stick Edger 242	7
6	hedge trimmer	Long Handled Pole Hedge Trimmer	1
7	hedge trimmer	Shindaiwa AH231 Power Hdg Trim	7
8	hedge trimmer	Shindaiwa AH242 Power Hdg Trimmer	3
9	hedge trimmer	Shindaiwa Power Hedge Trimmer	5
10	hedge trimmer	Shindaiwa 231-30 Pwr Hdg Trim	22
11	hedge trimmer	Shindaiwa 242 Pwr Hdg Trimmer	6

WEED EATERS			
Equipment Type	Make/Model	Quantity	
1 string weed eater	Shindaiwa 231	12	
2 string weed eater	Shindaiwa 242	26	
3 string weed eater	Shindaiwa 261	3	
4 string weed eater	Shindaiwa 271	1	
5 string weed eater	Shindaiwa T231	2	
6 string weed eater	Shindaiwa T272	2	
7 string weed eater	Stihl FS250	5	
8 power disc/blade weed eater	Red Max Disc Style	4	
CHAIN SAWS			
Equipment Type	Make/Model	Quantity	
1 chain saw	Stihl 044	1	
2 chain saw	Stihl 034	1	
3 chain saw	Echo CS 341-14	4	
FERTILIZER SPREADERS			
Equipment Type	Make/Model	Quantity	
1 spreader	Walk Behind Spreader 80#	3	
2 spreader	Lesco Stand On Spreader	1	
3 spreader attachment	Earthway 2200 Spreader Attachment	1	
LAWN DETHATCHERS			
Equipment Type	Make/Model	Quantity	
1 dethatcher	Lawn Comber 24"	2	
2 dethatcher	Bluebird 24"	1	
PRESSURE WASHERS			
Equipment Type	Make/Model	Quantity	
1 pressure washer	Tailer Mntd. 3500 psi	1	
2 pressure washer	Portable 2000 psi	1	
CONSTRUCTION EQUIPMENT			
Equipment Type	Make/Model	ATTACHMENTS	
CAT D8H	46A30656	S Blade, 4 bbl rip	
CAT D6D	31X3654	S Blade, rip	
CAT 140H	2ZK2792	14" MB, rip, cab w/ ac	
JD210LE	T0210LE880608	4X4	
CAT 430D	backhoe	4X4	
CAT 621 B	45P2672	Can, cush hitch	
CAT 623 B	46P1470	Cush hitch	
JD230LC	FF0230X600294	Encl cab w/ AC	
Hyster	C850AA188E50891	3,800 gal WT, SFR spray, Catpower, 10 sp, 3 ax, beam susp	
19484 Peterbilt			

TREE EQUIPMENT			
Equipment Type	Make/Model	Quantity	
Wood Chipper	2014 Vermeer BC1800XL	1	
Stump Grinder	2016 Vermeer SC362	1	



SERVICES INC.

Specialists since 1980

Residential * Commercial * Public Works

Licensed: Class A & C-27

State Contractor's License # 560128

October 19, 2016

Dominguez Landscape Services Inc. is a landscape Company that maintains high safety requirements. Our goal is to provide the best landscape services in a very safe environment.

Dominguez Landscape Services Inc., give the proper training to our staff not just to maintain their own safety also the public's safety. We assure that when we provide our traffic control safety training that the public, staff and equipment are in a safe condition. In addition, we have obligatory safety meetings every other week to make sure that all employees are aware of the safety rules and regulations. We make sure that all the equipment being transported in our trucks are in the perfect condition, and in the proper placing to eliminate any accidents. We have special trucks and trailers that we use to transport big size equipment. We have an house QAL certified Applicator that follows all the pest control and chemical regulations. In addition we have a chemical consultant that oversees our employees and provides us with updates for new State and Federal Regulations. Our trucks, equipment, and small tools are checked and maintained every Saturday to make sure that they are in perfect condition and ready to be operated with no problems. We provide General Liability- \$3,000,000, Automobile Liability - \$1,000,000 and Workers Compensation – 1,000,000 to cover any unexpected incidents.

We strive to keep our Cities in a beautiful shape in highly safe conditions.

Main Office: 8376 Rovana Circle, Sacramento, CA 95828 * (916) 381-8855 * 1 (800) 479-0222 * Fax (916) 381-4796

Vacaville Branch: 2140 Beechcraft Road, Suite 300, Vacaville, CA 95688 * (707) 448-8010 * Fax (707) 448-8034

Email: dls@dominguezlandscape.net

Mailing Address: PO Box 292727, Sacramento, CA 95829

NO Subcontractors

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8.6 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, location of the shop or office and CSLB license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the landscape maintenance work of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Sub Contr. CSLB Lic. Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

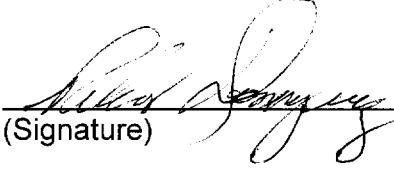
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date) at _____(city), _____(state).

Oct. 18th 2016
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On October 18th 2016, before me, **Marco Alvarado, Notary Public**

personally appeared Robert Dominguez

Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Non Collusion Affidavit to be Executed

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

RIGHT THUMPRINT OF SIGNER

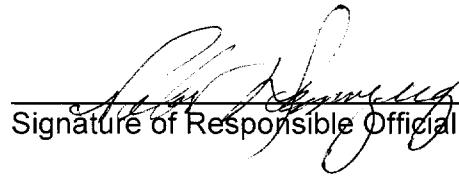
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Dominguez Landscape Services Inc.
Name of Firm

8376 Rovana Circle Sacramento
Business Address
CA 95828

916 381-8855

Phone Number


Signature of Responsible Official

Contractor's License:

- a. Class: General A30.21
- b. Number: 5(d)128
- c. Expiration Date: 3/31/2017
- d. FEI Number: 108-0230098

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

President, Secretary,
Treasurer - Robert Dominguez
for Dominguez Landscape
Services Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On October 18, 2016, before me, **Marco Alvarado, Notary Public**
Date

personally appeared Robert Dominguez

Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that (he)she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Signature of Responsible Official

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

RIGHT THUMPRINT OF SIGNER

Top of thumb here

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

GATEWAY LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

WHEREAS Dominguez Landscape Services, Inc.

8376 Rovana Circle Sacramento, CA 95828

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

American Contractors Indemnity Company

601 S. Figueroa Street Suite 1600 Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Thirteen Thousand Two Hundred Forty Eight*

Dollars (\$ 13,248.00*), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 20, 2016

"Contractor"

Dominguez Landscape Services, Inc.

By: Robert Dominguez
Title President

"Surety"

American Contractors Indemnity Company

By: Shirley Pava
Title Attorney-in-Fact

By: _____
Title _____

By: _____
Title _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

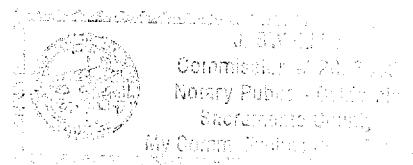
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

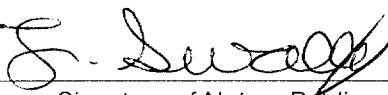
State of California)
County of Sacramento)
On 10-10-16 before me, J. Swalley, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Shirley Paiva
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

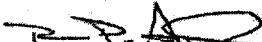
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of October, 2016

Corporate Seals




Kio Lo, Assistant Secretary

Bond No. 1001053877
Agency No. 2011

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

Please complete the following: (To be completed by the department)

Department/Division: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

Box 1

NAME AND ADDRESS	
FULL NAME	Dominguez Landscape Services Inc.
ADDRESS	8376 Ravana Circle, Sacramento
CITY, STATE, ZIP	Sacramento, CA 95828
PHONE NUMBER	916. 381. 8855

Box 2

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	168-0230098
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD